



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
SBUS10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/16/2009				

BID OPENING DATE: 10/15/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-30		
SCHOOL BUS CHASSIS						
REQUEST FOR QUOTATION						
FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE SCHOOL BUSES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						

A MANDATORY PRE-BID MEETING SHALL BE HELD ON MONDAY, SEPTEMBER 28, 2009 AT 11:00 AM. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST (CAPITOL COMPLEX-BUILDING 15), IN CHARLESTON, WEST VIRGINIA. ANY VENDOR WISHING TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						

INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 25, 2009. WRITTEN MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED. ADDRESS INQUIRIES TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE:

10/15/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JO.A.ADKINS@WV.GOV *****						
THIS REQUEST FOR QUOTATION IS PER ALL THE STANDARD TERMS AND CONDITIONS, AND GENERAL SPECIFICATIONS DATED SEPTEMBER 12, 2008. PRICING SHALL BE ENTERED ON THE ATTACHED PRICING PAGES. ALL REQUESTED INFORMATION SHOULD BE SUPPLIED. *****						
EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JO ANN ADKINS - FILE 42</p> <p>RFQ. NO.: SBUS10</p>						

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5

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09/16/2009				

BID OPENING DATE: 10/15/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				OCTOBER 15, 2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ SBUS10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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Specifications

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on Monday, September 28, 2009 at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EDST) on Friday, September 25, 2009. Questions may be sent via USPS, fax, courier or email. In order to assure no vendor receives an unfair advantage, no substantive questions will be answered orally. If possible, e-mail questions are preferred. Address inquires to:

Jo Ann Adkins
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Phone: 304-558-8802
E-mail: joadkins@wvadmin.gov

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The State of West Virginia and/or County Boards of Education reserve the right for representatives to visit production facilities of successful bidders prior to and/or during construction of the units for the purpose of observing production and quality control.

School bus manufacturers will construct a pilot unit and provide expenses for approval by the West Virginia Executive Director, Office of School Transportation and/or his designee, prior to assembly line production of West Virginia school buses.

Specifications

Line setting tickets shall be furnished by the manufacturer for all vehicles.

Successful bidder will issue application for title at least 20 working days prior to the anticipated delivery date of completed units. 5-day advance notification to the ordering agency must be given prior to the actual delivery date.

Payment by counties to the successful bidders will be made upon acceptance of completed units by county boards of education. (Acceptance means when a county has determined that ALL manufacturer responsibilities have been met.) West Virginia Minimum Requirements for Design and Equipment of School Buses, 2007 revision may be obtained from:

Ben Shew, Executive Director
Office of School Transportation
WV Department of Education
1900 Kanawha Blvd., Bldg. 6, Room 318
Charleston, WV 25305
Phone - (304) 558-2711
FAX - (304) 558-6268

School buses must conform to WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES, 2007 REVISION and the attached 2009 ADDENDUM.

Any component supplied by a bidder as an equivalent (where equivalent is permitted in the Minimum Requirements) must have prior approval, in writing, from the Executive Director, Office of School Transportation.

Delivery

Successful vendor shall be required to deliver buses within 120 days after receipt of order.

Convenience Copy

Bidders are requested to send one convenience copy of their bid to the Purchasing Division.

Reports

Successful vendor(s) shall be required to submit annual reports on the actual usage of the contract. Such report should include the quantity of each vehicle purchased, the cost, and purchaser.

Specifications

Quantity

Estimated quantity is 200 – 300 units. Estimate is provided for information only and no guarantee of actual use of any future contract is implied by providing this estimate.

2010 SCHOOL BUS SPECIFICATION ADDENDUM

All school buses shall be set for a maximum speed of 65mph and in the economy mode prior to delivery. County Transportation Directors may apply for a waiver to the West Virginia Department of Education's Executive Director of School Transportation.

Gear ratios shall be determined for the most economical mode and verified with the West Virginia Department of Education's Executive Director of School Transportation.

A maximum idle time shall be set at 10 minutes.

BRAKES

- B. ABS automatic traction control system shall be standard on units with air brakes
 - B. 1. d. Be protected by a desiccant typed air dryer, with an ADIP or equal spin-on replaceable filter.
- B.2.g. A Schrader valve to charge the school bus air system in the event of a compressor failure shall be provided
 - h. Park brake release shall not be affected by any electrical failure.
 - i.. Have at least 7" X 16 ½" brake blocks.
 - j.. Be equipped with MGM long stroke welded clevis air chambers or equivalent.
 - k. Be equipped with ArvinMeritor slack adjusters or equivalent.
 - l. Rear axle shall be equipped with oil deflector (that will direct oil from the brake surface).
EXCEPTION: Vehicles under 35 passenger.

DIFFERENTIAL

- A. Purchaser shall specify differential ratios when order is submitted to chassis dealer.
- B.. Speed will not exceed 70 miles per hour.

EXHAUST SYSTEM

- A. Exhaust pipe, after Treatment Device and tailpipe shall be outside the bus body and attached to the chassis, with hangers designed to accommodate expansion and contraction of the system without damage to the system or hanger(s).
- B. Tailpipe shall be constructed according to manufacturers' standard.

FUEL, ALTERNATE

C. Compressed Natural Gas (CNG) or Propane

HORN(S)

- D. Covers shall be provided to keep moisture out of horns.

INSTRUMENTS AND INSTRUMENT PANEL

- A3. Voltmeter with graduated scale to 16 volts. EXCEPTION: Ammeter may be substituted on Type AI, and B vehicles under 35 passengers.
10. Automatic transmission temperature gauge. EXCEPTION: Type AI, and B vehicles under 35 passengers.
11. Tachometer. EXCEPTION: Type AI, and B vehicles under 35 passengers.

POWER AND GRADEABILITY

DIESEL POWER

Passenger Capacity 84 - 90	Minimum Gross Horsepower/Torque 240HP/620
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5. Warranty for the engine shall be 5 years/100,000 miles. All available warranty information must be provided to the purchaser.
6. Noise acoustical abatement package is recommended. EXCEPTION: Rear engine vehicles.

CONSTRUCTION

- G. Bus body shall meet the Colorado Rack Test

DOORS

- A. Service Door

3. Service door shall have minimum horizontal opening of 24" and minimum vertical opening of 68".

EMERGENCY EXITS

- E. Each emergency exit shall comply with FMVSS 217 and the present adopted version of the National School Transportation Specifications.

HEATERS

- K. There shall be a water flow control method to control temperature installed for convenient operation by the operator.

STEPS

- D.2. The step tread shall have a 1.5" white, skid resistant, pebble type nosing that contrasts in color by at least 70% measured in accordance with the contrasting color specification in 36CFR, Part 1192, ADA of the current National School Transportation Specification and Procedure and is an integral piece without any joint extending to the leading edge of the nosing turndown. The vertical surface of the nose shall be smooth.

TRANSMISSION

- A. Warranty for the transmission shall be 5 yrs. unlimited mileage.

WINDSHIELD AND WINDOWS

- F. Latch shall be designed to latch positively and securely.

FIRE BLANKET

A fire blanket shall be provided with a storage pouch mounted to the wall conveniently located and identified as a fire blanket. The fire blanket shall meet CRR 16 part 1610 standard for flammability of clothing. Blanket shall be approximately 62 inches X 80 inches.

GLAZING

Tinted glass may be installed in all doors, windows and windshield. Tinted plastic, which complies with all applicable standards, may be installed in windows to the rear of the operator's compartment.

SPECIAL EDUCATION SCHOOL BUS**FASTENING DEVICES**

- A.9. The floor anchorage track system shall consist of 4 tracks and shall be "L" type.

SBUS10 Pricing Pages

TRANSIT UNITS

71 Passenger

210HP, FE, Automatic Transmission	\$ _____
225HP, FE, Automatic Transmission	\$ _____
225HP, RE, Automatic Transmission	\$ _____
Delivery to Charleston, WV	\$ _____

77 Passenger

210HP, FE, Automatic Transmission	\$ _____
225HP, FE, Automatic Transmission	\$ _____
225HP, RE, Automatic Transmission	\$ _____
Delivery to Charleston, WV	\$ _____

84 Passenger

240HP, FE, Automatic Transmission	\$ _____
240HP, RE, Automatic Transmission	\$ _____

89 Passenger

240HP, FE, Automatic Transmission	\$ _____
240HP, RE, Automatic Transmission	\$ _____
Delivery to Charleston, WV	\$ _____

Transit Unit Vendor: _____

_____ (Print Name) (Signature)

Date _____

Phone _____

Toll Free Phone Number _____

Fax: _____

Email _____

SBUS10 Pricing Pages

CONVENTIONAL UNITS

24 Passenger

Type A1 – 130HP – Automatic Transmission	\$ _____
Type B – 130HP – Automatic Transmission	\$ _____

30 Passenger

Type A1 – 130HP – Automatic Transmission	\$ _____
Type B – 130HP – Automatic Transmission	\$ _____

35 Passenger

Regular - 175HP - Automatic Transmission	\$ _____
Sp. Education - 175HP - Automatic Transmission	\$ _____
Delivery To Charleston, WV	\$ _____

47 Passenger

Regular - 190HP - Automatic Transmission	\$ _____
Regular - 210HP - Automatic Transmission	\$ _____
Sp. Education - 190HP - Automatic Transmission	\$ _____
Delivery To Charleston, WV	\$ _____

53 Passenger

Regular - 190HP - Automatic Transmission	\$ _____
Regular - 210HP - Automatic Transmission	\$ _____
Regular - 210HP - Automatic Transmission	\$ _____
Delivery To Charleston, WV	\$ _____

59 Passenger

Regular - 190HP - Automatic Transmission	\$ _____
Regular - 210HP - Automatic Transmission	\$ _____
Delivery To Charleston, WV	\$ _____

65 Passenger

Regular - 210HP - Automatic Transmission	\$ _____
Regular - 225HP Automatic Transmission	\$ _____
Delivery To Charleston, WV	\$ _____

SBUS10 Pricing Pages

CONVENTIONAL UNITS - Continued

71 Passenger

Regular - 210HP - Automatic Transmission \$ _____

Delivery To Charleston, WV \$ _____

77 Passenger

Regular - 210HP - Automatic Transmission \$ _____

Regular - 225HP - Automatic Transmission \$ _____

Delivery To Charleston, WV \$ _____

DELIVERY:

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 days. This does include "letters of intent".

Buses will be delivered within _____ days ARO.

Conventional Unit Vendor: _____

(Print Name) (Signature)

Date _____

Phone _____

Toll Free Phone Number _____

Fax: _____

Email _____

SBUS10 Pricing Pages

Special Needs – Conventional

	53 Passenger	
210 HP – Automatic Transmission		\$_____
	59 Passenger	
210 HP – Automatic Transmission		\$_____
	65 Passenger	
225 HP – Automatic Transmission		\$_____
	71 Passenger	
225 HP – Automatic Transmission		\$_____
	77 Passenger	
225 HP – Automatic Transmission		\$_____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____